

PUBLIC SAFETY COMMITTEE

11-0192R

RESOLUTION AUTHORIZING ACCEPTANCE OF TWO GRANTS FROM MINNESOTA DEPARTMENT OF PUBLIC SAFETY HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION IN THE COMBINED AMOUNTS OF \$132,885 FOR EQUIPMENT AND TRAINING AND COMMITTING LOCAL SHARE.


CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to accept Grant Agreement No. 2008-PSGP-00799 from the Minnesota department of public safety, homeland security and emergency management division, a copy of which agreement is on file in the office of the city clerk as Public Document No. _____, in the amount of \$128,125, said funds to be deposited in Fund 210-030-3177-4210-01 (Special Projects, Finance, 2008 Port Security Grant, Pass Through Federal Grant) for the purpose of purchasing and installing mobile data communications equipment on city fire apparatus, and committing \$42,708 from Fund 250-030-5580 (Capital Equipment, Finance, Capital Equipment), Project No. 2010-E1001-fire mobile data computers as the city's local matching cost.

FURTHER RESOLVED, that the proper city officials are authorized to accept Grant Agreement No. 2010-HMEP-00793 from the Minnesota department of public safety, homeland security and emergency management division, a copy of which agreement is on file in the office of the city clerk as Public Document No. _____, in the amount of \$4,760, said funds to be deposited in Fund 210-030-3166-4210-02 (Special Projects, Finance, Haz Mat Emergency Preparedness, Pass Through Federal Grant) for the purpose of hazardous material response training

and committing \$1,190 from Fund 110-150-1505 (General Fund, Fire, Hazardous Materials [Haz Mat]) as the city's local matching cost.

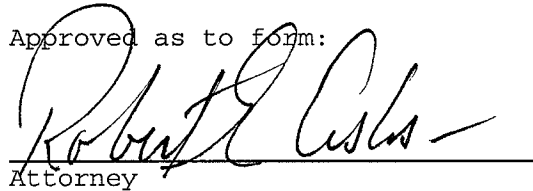
Approved:


Department Director


Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FIRE/ATTY REA:dma 04/14/2011

STATEMENT OF PURPOSE: This resolution authorizes acceptance of two grants in an amount totaling \$132,885 from the state department of public safety, division of homeland security and emergency management to be used to provide equipment and training for the fire department.

\$128,125 will be used to purchase and install mobile data communications equipment in department fire rigs and support vehicles; the City's matching share for this grant is \$42,708 which was included in the department's 2010 capital equipment budget for this purpose. \$4,760 will be used for additional Haz Mat training for department personnel; the local share for this grant is \$1,190 which is part of the department's 2011 Haz Mat team budget.



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101	Grant Program: HSEM Port Security 2008 Grant Agreement No.: 2008-PSGP-00799
Grantee: City of Duluth Fire Department 602 W 2nd Street Duluth, Minnesota 55802	Grant Agreement Term: Effective Date: 8/1/2008 Expiration Date: 7/31/2011
Grantee's Authorized Representative: John Strongitharm, Fire Chief 602 W 2nd Street Duluth, MN 55802 Phone: (218)730-4390 Email: jstrongitharm@duluthmn.gov	Grant Agreement Amount: Original Agreement \$ 128,125.00 Matching Requirement \$ 42,708.00
State's Authorized Representative: Kammy Huneke, Grants Specialist Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7420 Email: kammy.huneke@state.mn.us	Federal Funding: CFDA 97.056 State Funding: Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved HSEM Port Security 2008 Application which is incorporated by reference into this grant agreement and on file with the State at 444 Cedar Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the HSEM Port Security 2008 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. 2008-PSGP-00799 / 2000-15788

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



444 Cedar Street, Suite 223
Saint Paul, MN 55101

Grantee Name: Duluth Fire Department

Grant Number: 2008-PSGP-00799

Program: Port Security/Investment #07: Mobile Data Communications

[illegible]

HSEM Grants Program: Grant Budget Detail

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101	Grant Program: FFY2010 Hazardous Materials Emergency Preparedness Grant Agreement No.: 2010-HMEP-00793
Grantee: City of Duluth Fire Department 602 W 2nd Street Duluth, Minnesota 55802	Grant Agreement Term: Effective Date: 10/1/2010 Expiration Date: 9/30/2011
Grantee's Authorized Representative: Shawn Krizaj, Captain 602 W 2nd Street Duluth, Minnesota 55802 Phone: (218) 723-3212 Email: skrizaj@duluthmn.gov	Grant Agreement Amount: Original Agreement \$4,760.00 Matching Requirement \$1,190.00
State's Authorized Representative: Kathleen Gaida, Grants Specialist Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7422 Email: Kathleen.gaida@state.mn.us	Federal Funding: CFDA 20.703 State Funding: Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved FFY2010 Hazardous Materials Emergency Preparedness Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 444 Cedar Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the FFY2010 Hazardous Materials Emergency Preparedness Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. 2010-HMEP-00793 / 2000-15736

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Minnesota Department of Public Safety
Homeland Security and Emergency Management Division

EXHIBIT A

444 Cedar Street, Suite 223
Saint Paul, MN 55101

Grantee Name: Duluth Fire Department
Program: Training: Refresher

Grant Number: 2010-HMEP-00793

Other Expenses				
Description		Award (80%)	Match (20%)	
Instructor fees and course materials.	Instructor fees, all related expenses and all course materials as described in the course outline.	\$4,760.00	\$1,190.00	
Sub-Total		\$4,760.00	\$1,190.00	
Total (this program component)		\$4,760.00	\$1,190.00	